

CONTRACT FOR FOOD SERVICES FOR
MILWAUKEE COUNTY SHERIFF'S OFFICE

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by Milwaukee County Sheriff's Office, 821 W. State Street, Milwaukee, WI 53233 (hereinafter called County) and ARAMARK Correctional Services, LLC, 1101 Market Street, Philadelphia, PA 19107 (hereinafter called Contractor) is entered into on January 1, 2009.

1. Contract Term

This agreement shall begin on January 1, 2009 and continue until December 31, 2010 (the "Initial Term"). It may be extended for an additional 3 one-year terms upon mutual agreement of the parties and County Judiciary Committee approval. Total contract period will not exceed 5 years.

After the Initial Term, the County will advise the Contractor no later than May 1st of each year of its intent to extend the contract or request new proposals to operate its food service program for the next fiscal year.

2. Scope of Services

This contract will provide food service for all County contracted detention facilities.

Through this contract, Contractor, will operate the County Correctional Facility-South central kitchen utilizing the cook-chill technology, as to efficiently support all present and future County operated or contracted detention facilities. The Contractor will be required to produce all bulk food using cook-chill whenever appropriate. The Contractor will be responsible for all procurement, preparation, serving, and cleaning associated with food service in all designated County or contracted detention facilities. The Contractor will also provide appropriate training and orientation, as well as supervisory control from a food service perspective of all inmate labor assigned to the above-mentioned facilities. The County will assign detention officers at each facility for the purpose of maintaining security. The food lab testing and environmental swabbing requirement as specified in the RFP is eliminated. County will be responsible for pest control.

The Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its Proposal, dated October 15, 2008, which is attached hereto as Exhibit A and incorporated herein by reference, and the Request for Proposal, which is attached hereto as Exhibit B and also incorporated herein by reference. In the event of a conflict, this contract shall govern, followed by Contractor's Proposal attached as Exhibit A and the Request for Proposal attached as Exhibit B, in that order.

3. Staffing

Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County. In the event a staff person of the Contractor associated with services under this contract provides service or supervision to a participant who is a relative, or has an established personal or business relationship, the Contractor must immediately inform the County, in writing, regarding said relationship. The County reserves the right to prohibit the supervision of that participant by said staff member. The Milwaukee County Sheriff's Office will conduct a background checks on all staff that the Contractor proposes to assign to the project; any staff proposed by Contractor who fails the background check will not be permitted on or in any County detention facility.

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4. Office Space and Support Provided by the County

The County will provide the designated office space in the County Correctional Facility-South production kitchen and furnishings as listed in the Request for Proposal, attached as Exhibit B. The County shall provide, at its own expense, all utilities except local and long distance telephone service necessary for the performance of food service operations. The County will provide two master telephone lines in the food service office at the County Correctional Facility-South central kitchen, one phone line in the Adult Correctional Center north kitchen, the Franklin M. Lotter Annex, and the County Correctional Facility-Central. Local, long distance, and DSL service must be arranged and provided for via the County's contracted telephone company at the Contractor's expense. The County, upon request, retains the right to audit all phone charges for security purposes.

The Contractor will take all reasonable and prudent measures to assure the County that its equipment is properly used and maintained as required by the Request for Proposal attached as Exhibit B. The cost of maintaining the equipment is the sole responsibility of the Contractor. General maintenance of the building and structure is the responsibility of the County.

5. Compensation

The price per served full meal is \$1.10 per meal; the price per sandwich is \$0.50 each; the price for diabetic snacks is \$0.50 each. These prices are effective for the first year of the contract in accordance with the four-week cyclical menus attached hereto as Exhibit C. The price is based on a 2800 per meal average per thirty (30) day period.

If the number of served full meals (excluding the sandwiches, snacks, etc.) decreases from 2800 per meal by an average of more than 200 per meal for thirty days the price per meal will be negotiated upward. If the average number of served full meals exceeds 2800 by more than 200 per meal for thirty days, the price per meal will be negotiated downward.

Contractor shall be compensated for served meals, sandwiches and diabetic snacks prepared on a monthly basis. Counts will be based upon the weekly meal count reconciliations, as agreed by the Contractor and the County. In the event of any dispute regarding meal counts, the County shall resolve discrepancies by using the count of actual number of meals received, unless it is exceeded by the number of meals ordered, in which event that number will prevail.

Compensation shall be based upon the prices per served meal, sandwich and diabetic snack, as set forth in the Contractor's proposal that is attached hereto as Exhibit A. The unit prices set forth in Exhibit A shall be held firm for one (1) year period. Unit prices for subsequent twelve (12) month periods shall be re-determined and submitted for the next full fiscal year as set forth in the following paragraphs. Under no circumstances may the per unit prices increase by more than six percent (6%). Fifty percent (50%) of the proposed price increase will be based on the Market Basket of Products calculation set forth below and fifty percent (50%) of the proposed price increase will be reflective of labor cost, points of service and other cost factors as submitted through other suppliers.

Prices shall be increased on each January 1st by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Exhibit D; provided, however, that in the event no agreement is reached with respect to such increase, the portion of

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the price per meal attributable to food costs shall be increased as further set forth below by the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu") and the remaining portion of the price per meal shall be increased by the Consumer Price Index-Food Away from Home Index for all Urban Consumers (the "CPI-FAH"). If, after negotiating in good faith, County and Contractor do not mutually agree on a price modification, prices shall be increased by 6% cap for the next 12 month term of the contract. Contractor will provide written notification of price modification by June 1. The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Exhibit E a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above. The total overall cap for price increases each year shall be six percent (6%).

Refer to Exhibit E for an example of the Market Basket of Products calculation.

If, during the term of the Contract, another county entity contracts to receive meals from Contractor, utilizing the County Correctional Facility-South kitchen, Contractor will negotiate a mutually agreed upon rate per meal served to the new entity as a credit to County. For example, if another facility desired to acquire 500 meals per day from Contractor from the County Correctional Facility-South kitchen, and the agreed upon credit is five cents (\$0.05), Contractor would credit the County invoice

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500 meals times five cents, or \$25.00 per day for those meals. This would be based on actual meals purchased. (This is just an example; an actual rate of credit would be mutually negotiated.)

The Contractor will provide monthly invoices for all meals served; the County will verify all counts submitted. After any and all discrepancies are resolved, the County will compensate the Contractor on a monthly basis.

MANNER OF PAYMENT: Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC

P.O. Box 406019

Atlanta, GA 30384-6019

6. Performance Bond

The performance bond requirement is waived.

7. Indemnity

The contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damage, including suits at law or in equity, caused by any negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

8. Insurance

Contractor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability, occurrence based (which includes board, staff, and volunteers), Automobile Liability, Environmental Liability and Professional Liability in the minimum amounts listed below. It is expressly understood that the indemnification obligation, however, shall not be reduced in any way by existence or nonexistence, limitations, amount or type of damages, compensation or benefits payable under Workers Compensation laws or other insurance provisions.

Automobile insurance that meets the minimum limits as described in the Agreement is required for all Contractor vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance-providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General

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Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Contractor.

Contractor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists and social workers who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premises liability), to which Milwaukee County is added as an additional insured.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u>	Statutory
or Proof of all States Coverage	
<u>Workers' Compensation:</u> State of Wisconsin, including Employer's Liability coverage. Coverage shall be modified to include a Waiver of Subrogation in favor of Milwaukee County.	
 <u>Employers' Liability</u>	 \$100,000/\$500,000/\$100,000
 <u>Commercial General Liability</u>	
Bodily Injury & Prop. Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per person
Contractual Liability	\$1,000,000 per occurrence
Fire Legal Liability	\$5,000,000 per occurrence
Limit	\$6,000,000
 <u>Automobile Liability</u>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos - Owned, Non-Owned and/or Hired	
Uninsured Motorists	Per Wisconsin Requirements
 <u>Excess Liability</u>	 \$6,000,000
 <u>Professional Liability</u>	
To include Certified/Licensed Mental Health and AODA Clinics & Providers And Hospital, Licensed Physician or any	\$1,000,000 Per Occurrence \$3,000,000
Other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	As required by State Statute
 Any non-qualified Provider under	 \$1,000,000 Per Occurrence/Claim

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Sec 655 Wisconsin Patient
Compensation Fund Statute State
Of Wisconsin (indicate if Claims
Made or Occurrence)

\$3,000,000 Annual Aggregate

Professional Liability

Other Licensed Professionals

\$1,000,000 Per Occurrence
\$3,000,000 Annual Aggregate, or
Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County, as its interests may appear, shall be included as an "additional insured" for general liability, automobile insurance, environmental liability and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement.

Exceptions of compliance with "additional insured" endorsement are:

1. Transport companies insured through the State "Assigned Risk Business" (ARB).
2. Professional Liability where additional insured are not allowed.

If Contractor's Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Contractor shall maintain coverage for the duration of this agreement and for three (3) years following the completion of this agreement.

It is also agreed that on Claims-Made Professional Liability policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the Contractor.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse - Room 302
901 N. 9th St.
Milwaukee, WI 53233

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The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager.

9. Affirmative Action

The contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152,

Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as created by 14 CFR Part 152, Subpart E, to the same effect.

10. Disadvantaged Business Enterprise

The Contractor shall comply with Milwaukee County Ordinance 56.30 and CFR 49 part 26, which have an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) on professional service contracts. In accordance with this, the Contractor shall ensure that DBE's have the maximum opportunity to participate in the project.

The approval DBE participation goal for this contract is 17% of purchases.

11. Non-discrimination, Equal Employment Opportunity and Affirmative Action Programs

In the performance of work under this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following:

Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.

Contractor agrees that it will strive to implement the principle of equal employment opportunities through an effective affirmative action program, and has so indicated in the certificate which is attached hereto as Appendix A and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Contractor's work force where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the forestalled requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation

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and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion of any materials or services purchased or paid for by Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but in either event, Contractor shall be ineligible to bid on any further Contract let by County.

12. Reports

Contractor shall provide a written progress reports to the County on a quarterly basis. The reports will be submitted in writing, within 15 days of each fiscal quarter. The reports shall include, but limited to;

- A complete accounting of meals served, sack meals, snacks and medical diets.
- Detail of all preventative maintenance performed on each piece of equipment including type of service, date and name of firm utilized.
- Detail of all repairs performed on each piece of equipment
- An assessment of the overall program strengths and weaknesses, as well as recommendations for improvement of food service, cost control or other areas.

13. Ownership of Data

Upon completion of the work or upon termination of the Contract, it is understood that any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

14. Records and Audits.

Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, the Contractor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Contractor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by the Contractor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Contractor. Contractor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

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15. Penalties For Non and Partial Performance

County will enforce the Penalties For Non and Partial Performance. All references to penalties in Exhibit A and Exhibit B are replaced by the paragraphs below.

1. If after written complaints have been submitted to the Contractor by the County as provided for in Section 6.15 of the Request for Proposal, the County determines that one or more substantial contract violations continue to occur within a rolling twelve (12) month period, the County shall have the right to require the Contractor to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or \$2,000 whichever is greater. Those violations considered substantial to the County and a list of liquidated damages are as follows; provided, however, that ARAMARK shall not be responsible for the payment of billing credits or liquidated damages if the contract violation or triggering event results from an event outside of ARAMARK's direct control:
 - a. Unauthorized meal changes; \$500, repeat occurrence: \$1,000;
 - b. Improper temperature maintenance, holding or service; \$500, repeat occurrence: \$1,000;
 - c. Breach of security regulations; \$1,000, repeat occurrence: \$1,000;
 - d. Inadequate portions, and credit for improper meals; \$1,000, repeat occurrence: \$1,000;
 - e. Failure to maintain appropriate staffing levels sufficient to operate on all shifts at all facilities; \$1,000, repeat occurrence: \$2,000;
 - f. In addition, the Contractor has failed to prepare all or portions of the meal using the specified recipe, ingredient amounts proportionate to the number of persons to be served, improper preparation and/or rethermalization procedures (for cook-chill, advance preparation and convenience items), improper storage techniques and other points directly-related to adherence to serving the menu specified
 - g. The Contractor, through improper or inconsistent supervision, has failed to provide the specified portions to the inmates and/or staff.
 - h. The Contractor has failed to assure that all of its food processors, manufacturers and vendors meet all legal mandates and food service industry best practices.
 - i. The Contractor has, through circumstances within its control, caused all or portions of a meal to become contaminated. The Contractor has, through circumstances within its control, failed to maintain the kitchens, inmate dining rooms, food preparation and storage equipment and space and all preparation and service utensils in a clean, sanitary manner.
 - j. The Contractor has failed to maintain accurate records concerning the service of meals, proper temperature maintenance, sharp instrument logs, employee compliance requirements and related documentation.

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k. The Contractor has, through circumstances within its control, failed to prevent any damage to County property, buildings or equipment.

l. The Contractor has, through circumstances within its control, failed to provide no less than a sufficient number of qualified staff persons in the subject facilities. The specific intent of this clause is to assure County that Contractor staff are assigned to tasks which will permit them to actively supervise inmate workers. Office/storeroom related tasks are not acceptable.

In the event one or more of the above events has taken place in accordance with this Section 15.1, the County shall direct the Contractor to issue a credit for up to the full value of the meal plus fifty (50) percent times the number of inmate and staff meals negatively impacted or \$2,000 whichever is greater. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the County's satisfaction.

County may waive the penalty based on the circumstances surrounding the violation.

16. Termination by Contractor

The financial arrangements in this agreement are based on conditions existing as of January 1, 2009 including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Contractor's control, including, but not limited to, a change in the scope of Contractor's services, a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs, Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Contractor's control (each, a "Material Adverse Change"), then Contractor shall notify County in writing that a Material Adverse Change has occurred. Within the 60-day period immediately after County receives such notice of Material Adverse Change, the Contractor and County shall, in good faith, renegotiate the terms of this Contract, in order to address the altered circumstances brought about by such Material Adverse Change. In the event Contractor and County are unable to renegotiate the terms of the Contract to their mutual satisfaction, Contractor may terminate this Contract but shall not be relieved of its obligations under this Contract until the 120th day after County first received such notice of Material Adverse Change.

In addition, Contractor may, as its option, terminate this Contract upon the failure of the County to pay any amount that may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon termination Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

17. Termination by County for Violations by Contractor

If Contractor fails to fulfill its obligations under this contract in a timely or proper manner, or violates any of its provisions, county shall thereupon have the right to terminate it by giving thirty

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(30) days' written notice of termination or contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

18. Unrestricted Right of Termination by County

County further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of the Contract.

19. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successor or assignees. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

20. Subcontracts

Assignment of any portion of the work by subcontract must have the prior written approval of County.

21. Assignment Limitation

This contract shall be binding upon and insure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other except that Contractor may assign this Contract to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Contractor. For the avoidance of doubt, Contractor may not assign this Contract to any non-affiliated third party without County's consent.

22. Prohibited Practices

- A. Contractor, during the period of this Agreement, shall not hire, retain, or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

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23. Notices

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid.

Notice to Milwaukee County

Richard Schmidt
Jail Administrator
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233

Notice to Contractor

Chief Financial Officer
ARAMARK Correctional Services, LLC
1101 Market Street
Philadelphia, PA 10107

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

24. Miscellaneous

This agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

25. Authorization

The County has executed this Contract pursuant to action taken by its Board of Supervisors in December, 2008 Resolution File No. 08-428

Exhibits:

Exhibit A:	Contractor's Proposal
Exhibit B:	Request for Proposal
Exhibit C:	Menus
Exhibit D:	Form of Amendment for Implementing Market Basket Increases
Exhibit E:	Sample Client Statement


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IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first
above written.

MILWAUKEE COUNTY

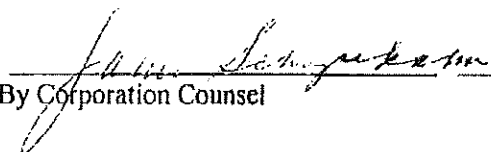

Milwaukee County Sheriff's Office 2/10/09
Date

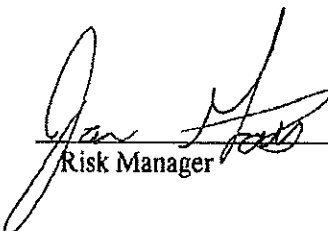
CONTRACTOR


David Kimmel 2-5-09
Vice President, Finance Date

Approved as to appropriate use
of a professional service
contract, form and independent
contractor status by Corporation
Counsel.

Reviewed and approved by County Risk
Manager


By Corporation Counsel 2/10/09
Date


Risk Manager 2/10/09
Date

Approved with regards to County Ordinance
Chapter 42


By Community Business Development Partner's 2/10.3.09
Date

CONTRACT FOR FOOD SERVICES FOR
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EXHIBIT A

CONTRACTOR'S PROPOSAL

CONTRACT FOR FOOD SERVICES FOR
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EXHIBIT B

REQUEST FOR PROPOSAL

EXHIBIT C

MENUS

Milwaukee County, WI
Adult Menu

Proposed 10/08

Weekly Average 2800 Calories Per Day

Option 3: Typical corrections menu that deviates from the specifications



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to civil and/or criminal penalties and enforcement.

WEEK 1

S A T U R D A Y	Hot Cereal Cottage Fries Enriched Bread or Rolls Margarine 1% Milk	1 c 3/4 c 2 sl or 2 oz 1/2 oz 8 oz	T. Ham & Pinto Beans (2 oz meat) Seasoned Rice Creamy Coleslaw Cornbread (1/60) Margarine Fresh Baked Cookies (mix 1 oz each) Fruit Drink w/ B-12, C, Ca, D, E	10 oz 1 c 1/2 c 1 @ 1/2 oz 2 @ 8 oz	Hot Sliced Turkey (combo) Gravy Seasoned Cottage Fries Seasoned Green Beans Enriched Bread or Rolls Margarine Iced Cake (1/60) Iced Tea w/ Sugar	2 oz 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz
S U N D A Y	Hot Cereal Breakfast Meat Gravy - LF (1 oz meat) Biscuit (1/60) Lyonnaise Potatoes 1% Milk	1 c 8 oz 1 @ 3/4 c 8 oz	Meat, Macaroni & Tomatoes (2 oz meat) Tossed Salad LF Dressing Cornbread (1/60) Margarine Fruit Fruit Drink w/ B-12, C, Ca, D, E	10 oz 1/2 c 1/2 oz 1 @ 1/2 oz 1 @ or 1/2 c 8 oz	Meatloaf Pattie Gravy Parsley Noodles Seasoned Carrots Enriched Bread or Rolls Margarine Brownie (1/60) Iced Tea w/ Sugar	3 oz 2 oz 1 c 1/2 c 2 sl 1/2 oz 1 @ 8 oz
M O N D A Y	Hot Cereal H.C. Egg Enriched Bread or Rolls Margarine 1% Milk	1 c 1 @ 2 sl or 2 oz 1/2 oz 8 oz	T. Salami Sandwich: T. Salami Mustard Enriched Bread Oven Browned Potatoes Garden Salad LF Dressing Iced Cake (1/60) Fruit Drink w/ B-12, C, Ca, D, E	2 oz 1/4 oz 2 sl 1 c 1/2 c 1/2 oz 1 @ 8 oz	Pasta w/ Meat Sauce (2 oz meat) Seasoned Green Beans Mixed Green Salad LF Dressing Cornbread (1/60) Margarine Fresh Baked Cookies (mix 1 oz each) Iced Tea w/ Sugar	10 oz 1/2 c 1/2 c 1/2 oz 1 @ 1/2 oz 2 @ 8 oz
T U E S D A Y	Hot Cereal Pancakes (mix - 4 ozv total) Syrup Margarine 1% Milk	1 c 2 @ 2 oz 1/2 oz 8 oz	Sloppy Joe (2 oz meat) Hamburger Bun Pinto Beans Tossed Salad LF Dressing Fruit Fruit Drink w/ B-12, C, Ca, D, E	3 oz 1 @ 1 c 1/2 c 1/2 oz 1 @ or 1/2 c 8 oz	Meatballs Gravy Seasoned Rice Creamy Coleslaw Enriched Bread or Rolls Margarine Brownie (1/60) Iced Tea w/ Sugar	2 oz (4 @) 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz
W E D N E S D A Y	Hot Cereal Breakfast Meat Gravy - LF (1 oz meat) Biscuit (1/60) Hash Brown Potatoes 1% Milk	1 c 8 oz 1 @ 3/4 c 8 oz	Hot Dogs (3 oz total) Mustard Enriched Bread or Rolls Macaroni Salad Northern Beans Fresh Baked Cookies (mix 1 oz each) Fruit Drink w/ B-12, C, Ca, D, E	2 @ 1/2 oz 2 sl or 2 oz 1 c 1/2 c 2 @ 8 oz	Meat & Noodles w/ Brown Sauce (2 oz meat) Carrots Tossed Salad LF Dressing Cornbread (1/60) Margarine Iced Cake (1/60) Iced Tea w/ Sugar	10 oz 1/2 c 1/2 c 1/2 oz 1 @ 1/2 oz 1 @ 8 oz
T H U R S D A Y	Hot Cereal Lyonnaise Potatoes Coffeecake (1/60) Margarine 1% Milk	1 c 3/4 c 1 @ 1/2 oz 8 oz	T. Bologna Sandwich: T. Bologna Mustard Enriched Bread Baked Beans Creamy Coleslaw Fruit Fruit Drink w/ B-12, C, Ca, D, E	2 oz 1/4 oz 2 sl 1 c 1/2 c 1 @ or 1/2 c 8 oz	Chili w/ Pinto Beans (2 oz meat) Seasoned Rice Shredded Lettuce LF Dressing Cornbread (1/60) Margarine Fresh Baked Cookies (mix 1 oz each) Iced Tea w/ Sugar	10 oz 1 c 1/2 c 1/2 oz 1 @ 1/2 oz 2 @ 8 oz
F R I D A Y	Hot Cereal Hash Brown Potatoes Enriched Bread or Rolls Margarine 1% Milk	1 c 3/4 c 2 sl or 2 oz 1/2 oz 8 oz	Meat & Spanish Rice (2 oz meat) Refried Beans Tossed Salad LF Dressing Enriched Bread or Rolls Margarine Fresh Baked Cookies (mix 1 oz each) Fruit Drink w/ B-12, C, Ca, D, E	10 oz 1 c 1/2 c 1/2 oz 2 sl or 2 oz 1/2 oz 2 @ 8 oz	Chicken Pattie Gravy Seasoned Noodles Seasoned Mixed Vegetables Enriched Bread or Rolls Margarine Brownie (1/60) Iced Tea w/ Sugar	3 oz 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and entrée items made from scratch are based upon cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix are prior to baking. Pancakes made from mix are batter volume measurement prior to cooking. Side dishes are volume measurements. All combination dishes are made with poultry unless otherwise indicated. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

E1 1040

Milwaukee County, WI
Adult Menu

Proposed 10/08



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to civil and/or criminal penalties and enforcement.

Weekly Average 2800 Calories Per Day

Option 3: Typical corrections menu that deviates from the specifications

WEEK II

S A T U R D A Y	Hot Cereal Cottage Fries Coffeecake (1/60) Margarine 1% Milk	1 c 3/4 c 1 @ 1/2 oz 8 oz	Chicken Pattie Gravy Cottage Fries Creamy Coleslaw Enriched Bread or Rolls Margarine Iced Cake (1/60) Fruit Drink w/ B-12, C, Ca, D, E	3 oz 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz	Meat & Noodles w/ Brown Sauce (2 oz meat) Pinto Beans Tossed Salad LF Dressing Cornbread (1/60) Margarine Fresh Baked Cookies (mix 1 oz each) Iced Tea w/ Sugar	10 oz 1 c 1/2 c 1/2 oz 1 @ 1/2 oz 2 @ 8 oz
S U N D A Y	Hot Cereal Pancakes (mix - 4 ozv total) Syrup Margarine 1% Milk	1 c 2 @ 2 oz 1/2 oz 8 oz	Hot Sliced Turkey (combo) Gravy Seasoned Noodles Garden Salad LF Dressing Cornbread (1/60) Margarine Fruit Fruit Drink w/ B-12, C, Ca, D, E	2 oz 2 oz 1 c 1/2 c 1/2 oz 1 @ 1/2 oz 1 @ or 1/2 c 8 oz	Meatloaf Pattie Gravy Cottage Fries Mixed Vegetables Enriched Bread or Rolls Margarine Iced Cake (1/60) Iced Tea w/ Sugar	3 oz 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz
M O N D A Y	Hot Cereal Breakfast Meat Gravy - LF (1 oz meat) Biscuit (1/60) 1% Milk	1 c 8 oz 1 @ 8 oz	T. Salami Sandwich: T. Salami Mustard Enriched Bread Northern Beans Creamy Coleslaw Brownie (1/60) Fruit Drink w/ B-12, C, Ca, D, E	2 oz 2 oz 1/4 oz 2 sl 1 c 1/2 c 1 @ 8 oz	Meat, Macaroni & Tomatoes (2 oz meat) Seasoned Carrots Mixed Green Salad LF Dressing Cornbread (1/60) Margarine Fresh Baked Cookies (mix 1 oz each) Iced Tea w/ Sugar	10 oz 1/2 c 1/2 c 1/2 oz 1 @ 1/2 oz 2 @ 8 oz
T U E S D A Y	Hot Cereal Lyonnaise Potatoes Enriched Bread or Rolls Margarine 1% Milk	1 c 3/4 c 2 sl or 2 oz 1/2 oz 8 oz	T. Ham Macaroni & Cheese Garden Salad LF Dressing Cornbread (1/60) Margarine Fruit Fruit Drink w/ B-12, C, Ca, D, E	2 oz 1 c 1/2 c 1/2 oz 1 @ 1/2 oz 1 @ or 1/2 c 8 oz	Beef Pattie Gravy Noodles O'Brien Creamy Coleslaw Enriched Bread or Rolls Margarine Iced Cake (1/60) Iced Tea w/ Sugar	3 oz 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz
W E D N E S D A Y	Hot Cereal Breakfast Sausage Coffeecake (1/60) Margarine 1% Milk	1 c 1 oz 1 @ 1/2 oz 8 oz	T. Bologna Sandwich: T. Bologna Mustard Enriched Bread BBQ Beans Creamy Coleslaw Fresh Baked Cookies (mix 1 oz each) Fruit Drink w/ B-12, C, Ca, D, E	2 oz 2 oz 1/4 oz 2 sl 1 c 1/2 c 2 @ 8 oz	Pasta w/ Meat Sauce (2 oz meat) Carrots Tossed Salad LF Dressing Enriched Bread or Rolls Margarine Iced Cake (1/60) Iced Tea w/ Sugar	10 oz 1/2 c 1/2 c 1/2 oz 2 sl or 2 oz 1/2 oz 1 @ 8 oz
T H U R S D A Y	Hot Cereal Pancakes (mix - 4 ozv total) Syrup Margarine 1% Milk	1 c 2 @ 2 oz 1/2 oz 8 oz	T. Ham & White Beans (2 oz meat) Seasoned Carrots Mixed Green Salad LF Dressing Cornbread (1/60) Margarine Fruit Fruit Drink w/ B-12, C, Ca, D, E	10 oz 1/2 c 1/2 c 1/2 oz 1 @ 1/2 oz 1 @ or 1/2 c 8 oz	Meatballs Onion Gravy Seasoned Rice Seasoned Cabbage Enriched Bread or Rolls Margarine Brownie (1/60) Iced Tea w/ Sugar	2 oz (4 @) 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz
F R I D A Y	Dry Cereal Breakfast Meat Gravy - LF (1 oz meat) Biscuit (1/60) Hash Brown Potatoes 1% Milk	1 c 8 oz 1 @ 3/4 c 8 oz	Hot Dogs (3 oz total) Mustard Enriched Bread or Rolls Baked Beans Seasoned Carrots Iced Cake (1/60) Fruit Drink w/ B-12, C, Ca, D, E	2 @ 1/2 oz 2 sl or 2 oz 1 c 1/2 c 1 @ 8 oz	Meat & Spanish Rico (2 oz meat) Refried Beans Tossed Salad LF Dressing Cornbread (1/60) Margarine Fresh Baked Cookies (mix 1 oz each) Iced Tea w/ Sugar	10 oz 1/2 c 1/2 c 1/2 oz 1 @ 1/2 oz 2 @ 8 oz

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and entrée items made from scratch are based upon cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix are prior to baking. Pancakes made from mix are batter volume measurement prior to cooking. Side dishes are volume measurements. All combination dishes are made with poultry unless otherwise indicated. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Initiation cheese with calcium is used.

E1 1039

**Milwaukee County, WI
Adult Menu**

Proposed 10/08

Weekly Average 2800 Calories Per Day

Option 3: Typical corrections menu that deviates from the specifications



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WEEK III

S A T U R D A Y	Hot Cereal Coffeecake (1/60) Enriched Bread or Rolls Margarine 1% Milk	1 c 1 @ 2 sl or 2 oz 1/2 oz 8 oz	T. Ham AuGratin Potatoes Mixed Green Salad LF Dressing Biscuit (1/60) Margarine Fruit Fruit Drink w/ B-12, C, Ca, D, E	2 oz 1 c 1/2 c 1/2 oz 1 @ 1/2 oz 1 @ or 1/2 c 8 oz	Chili w/ Pinto Beans (2 oz meat) Seasoned Rice Creamy Coleslaw Cornbread (1/60) Margarine Iced Cake (1/60) Iced Tea w/ Sugar	10 oz 1 c 1/2 c 1 @ 1/2 oz 1 @ 8 oz
S U N D A Y	Hot Cereal Breakfast Sausage Biscuit (1/60) Margarine 1% Milk	1 c 1 oz 1 @ 1/2 oz 8 oz	Taco Meat (2 oz meat) Cheese Sauce Tortillas - 6" Seasoned Rice Refried Beans Tossed Salad LF Dressing Fresh Baked Cookies (mix 1 oz each) Fruit Drink w/ B-12, C, Ca, D, E	3 oz 1 oz 2 @ 1 c 1/2 c 1/2 c 1/2 oz 2 @ 8 oz	BBQ Meatballs (1 oz sauce) Parsley Noodles Mixed Vegetables Cornbread (1/60) Margarine Brownie (1/60) Iced Tea w/ Sugar	2 oz (4 @) 1 c 1/2 c 1 @ 1/2 oz 1 @ 8 oz
M O N D A Y	Hot Cereal Lyonnais Potatoes Enriched Bread or Rolls Margarine 1% Milk	1 c 3/4 c 2 sl or 2 oz 1/2 oz 8 oz	T. Salami Sandwich: T. Salami Mustard Bread Navy Beans Creamy Coleslaw Fresh Baked Cookies (mix 1 oz each) Fruit Drink w/ B-12, C, Ca, D, E	2 oz 1/4 oz 2 sl 1 c 1/2 c 2 @ 8 oz	Pasta w/ Meat Sauce (2 oz meat) Mixed Green Salad LF Dressing Seasoned Green Beans Enriched Bread or Rolls Margarine Iced Cake (1/60) Iced Tea w/ Sugar	10 oz 1/2 c 1/2 oz 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz
T U E S D A Y	Hot Cereal Pancakes (mix - 4 ozv total) Syrup Margarine 1% Milk	1 c 2 @ 2 oz 1/2 oz 8 oz	Meat Stroganoff (2 oz meat) Noodles Seasoned Carrots Garden Salad LF Dressing Biscuit (1/60) Margarine Fruit Fruit Drink w/ B-12, C, Ca, D, E	6 oz 1 c 1/2 c 1/2 c 1/2 oz 1 @ 1/2 oz 1 @ or 1/2 c 8 oz	Hot Sliced Turkey (combo) Gravy Seasoned Rice Green Beans Enriched Bread or Rolls Margarine Iced Cake (1/60) Iced Tea w/ Sugar	2 oz 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz
W E D N E S D A Y	Dry Cereal Breakfast Meat Gravy - LF (1 oz meat) Biscuit (1/60) Hash Brown Potatoes 1% Milk	1 c 8 oz 1 @ 3/4 c 8 oz	Meat, Macaroni & Tomatoes (2 oz meat) Pinto Beans Tossed Salad LF Dressing Cornbread (1/60) Margarine Fresh Baked Cookies (mix 1 oz each) Fruit Drink w/ B-12, C, Ca, D, E	10 oz 1 c 1/2 c 1/2 oz 1 @ 1/2 oz 2 @ 8 oz	Chicken Pattie Gravy Parsley Noodles Mixed Vegetables Enriched Bread or Rolls Margarine Brownie (1/60) Iced Tea w/ Sugar	3 oz 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 1 @ 8 oz
T H U R S D A Y	Hot Cereal Cottage Fries Enriched Bread or Rolls Margarine 1% Milk	1 c 3/4 c 2 sl or 2 oz 1/2 oz 8 oz	Hot Dogs (3 oz total) Mustard Enriched Bread or Rolls Baked Beans Creamy Coleslaw Iced Cake (1/60) Fruit Drink w/ B-12, C, Ca, D, E	2 @ 1/2 oz 2 sl or 2 oz 1 c 1/2 c 1 @ 8 oz	Meatloaf Pattie Gravy Mashed Potatoes Carrots Enriched Bread or Rolls Margarine Fresh Baked Cookies (mix 1 oz each) Iced Tea w/ Sugar	3 oz 2 oz 1 c 1/2 c 2 sl or 2 oz 1/2 oz 2 @ 8 oz
F R I D A Y	Hot Cereal Breakfast Meat Gravy - LF (1 oz meat) Biscuit (1/60) Hash Brown Potatoes 1% Milk	1 c 8 oz 1 @ 3/4 c 8 oz	T. Bologna Sandwich: T. Bologna Mustard Enriched Bread Ranch Beans Tossed Salad LF Dressing Iced Cake (1/60) Fruit Drink w/ B-12, C, Ca, D, E	2 oz 1/4 oz 2 sl 1 c 1/2 c 1/2 oz 1 @ 8 oz	Fish Square Tartar Sauce Rice Pilaf Creamy Coleslaw Cornbread (1/60) Margarine Fruit Iced Tea w/ Sugar	3 oz 1/2 oz 1 c 1/2 c 1 @ 1/2 oz 1 @ or 1/2 c 8 oz

All entrée portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and entrée items made from scratch are based upon cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix are prior to baking. Pancakes made from mix are batter volume measurement prior to cooking. Side dishes are volume measurements. All combination dishes are made with poultry unless otherwise indicated. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. imitation cheese with calcium is used.

E1 1038

**Milwaukee County, WI
Adult Menu**

Proposed 10/08

Weekly Average 2800 Calories Per Day

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WEEK IV

S A T U R D A Y	Hot Cereal	1 c	Chill w/ Pinto Beans (2 oz meat)	10 oz	Hot Sliced Turkey (combo)	2 oz
	Coffeeecake (1/60)	1 @	Tossed Salad	1/2 c	Gravy	2 oz
	Hash Brown Potatoes	3/4 c	LF Dressing	1/2 oz	Bread Dressing	1 c
	Margarine	1/2 oz	Cornbread (1/60)	1 @	Glazed Carrots	1/2 c
	1% Milk	8 oz	Margarine	1/2 oz	Enriched Bread or Rolls	2 sl or 2 oz
			Fruit	1 @ or 1/2 c	Margarine	1/2 oz
			Fruit Drink w/ B-12, C, Ca, D, E	8 oz	Iced Cake (1/60)	1 @
					Iced Tea w/ Sugar	8 oz
S U N D A Y	Hot Cereal	1 c	T. Ham	2 oz	Meat & Spanish Rice (2 oz meat)	10 oz
	Breakfast Meat Gravy - LF (1 oz meat)	8 oz	Macaroni & Cheese	1 c	Pinto Beans	1 c
	Biscuit (1/60)	1 @	Tossed Salad	1/2 c	Creamy Coleslaw	1/2 c
	Cottage Fries	3/4 c	LF Dressing	1/2 oz	Enriched Bread or Rolls	2 sl or 2 oz
	1% Milk	8 oz	Cornbread (1/60)	1 @	Margarine	1/2 oz
			Margarine	1/2 oz	Fresh Baked Cookies (mix 1 oz each)	2 @
			Brownie (1/60)	1 @	Iced Tea w/ Sugar	8 oz
			Fruit Drink w/ B-12, C, Ca, D, E	8 oz		
M O N D A Y	Hot Cereal	1 c	Meat Stew (2 oz meat)	10 oz	Beef Pattie	3 oz
	Pancakes (mix - 4 ozv total)	2 @	Seasoned Rice	1 c	Gravy	2 oz
	Syrup	2 oz	Mixed Vegetables	1/2 c	Scalloped Potatoes	1 c
	Margarine	1/2 oz	Enriched Bread or Rolls	2 sl or 2 oz	Garden Salad	1/2 c
	1% Milk	8 oz	Margarine	1/2 oz	LF Dressing	1/2 oz
			Fruit	1 @ or 1/2 c	Cornbread (1/60)	1 @
			Fruit Drink w/ B-12, C, Ca, D, E	8 oz	Margarine	1/2 oz
					Iced Cake (1/60)	1 @
					Iced Tea w/ Sugar	8 oz
T U E S D A Y	Hot Cereal	1 c	Hot Dogs (3 oz total)	2 @	Meatballs	2 oz (4 @)
	Breakfast Sausage	1 oz	Mustard	1/2 oz	Gravy	2 oz
	Lyonnaise Potatoes	3/4 c	Enriched Bread or Rolls	2 sl or 2 oz	Seasoned Rice	1 c
	Biscuit (1/60)	1 @	BBQ Beans	1 c	Creamy Coleslaw	1/2 c
	Margarine	1/2 oz	Potato Salad	1/2 c	Enriched Bread or Rolls	2 sl or 2 oz
	1% Milk	8 oz	Iced Cake (1/60)	1 @	Margarine	1/2 oz
			Fruit Drink w/ B-12, C, Ca, D, E	8 oz	Fresh Baked Cookies (mix 1 oz each)	2 @
					Iced Tea w/ Sugar	8 oz
W E D N E S D A Y	Dry Cereal	1 c	T. Salami Sandwich:		Pasta w/ Meat Sauce (2 oz meat)	10 oz
	Breakfast Meat Gravy - LF (1 oz meat)	8 oz	T. Salami	2 oz	Green Beans	1/2 c
	Biscuit (1/60)	1 @	Mustard	1/4 oz	Mixed Garden Salad	1/2 c
	Calun Potatoes	3/4 c	Enriched Bread	2 sl	LF Dressing	1/2 oz
	1% Milk	8 oz	Pinto Beans	1 c	Enriched Bread or Rolls	2 sl or 2 oz
			Tossed Salad	1/2 c	Margarine	1/2 oz
			LF Dressing	1/2 oz	Fresh Baked Cookies (mix 1 oz each)	2 @
			Iced Cake (1/60)	1 @	Iced Tea w/ Sugar	8 oz
			Fruit Drink w/ B-12, C, Ca, D, E	8 oz		
T H U R S D A Y	Hot Cereal	1 c	Sloppy Joe (2 oz meat)	3 oz	Meat Stroganoff (2 oz meat)	6 oz
	Pancakes (mix - 4 ozv total)	2 @	Hamburger Bun	1 @	Seasoned Noodles	1 c
	Syrup	2 oz	Lyonnaise Potatoes	1 c	Tossed Salad	1/2 c
	Margarine	1/2 oz	Seasoned Carrots	1/2 c	LF Dressing	1/2 oz
	1% Milk	8 oz	Brownie (1/60)	1 @	Cornbread (1/60)	1 @
			Fruit Drink w/ B-12, C, Ca, D, E	8 oz	Margarine	1/2 oz
					Fresh Baked Cookies (mix 1 oz each)	2 @
					Iced Tea w/ Sugar	8 oz
F R I D A Y	Hot Cereal	1 c	T. Bologna Sandwich:		Chicken Pattie	3 oz
	Cottage Fries	3/4 c	T. Bologna	2 oz	Northern Beans	1 c
	Enriched Bread or Rolls	2 sl or 2 oz	Mustard	1/4 oz	Tossed Salad	1/2 c
	Margarine	1/2 oz	Enriched Bread	2 sl	LF Dressing	1/2 oz
	1% Milk	8 oz	Potato Salad	1 c	Enriched Bread or Rolls	2 sl or 2 oz
			Creamy Coleslaw	1/2 c	Margarine	1/2 oz
			Fruit	1 @ or 1/2 c	Iced Cake (1/60)	1 @
			Fruit Drink w/ B-12, C, Ca, D, E	8 oz	Iced Tea w/ Sugar	8 oz

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and entree items made from scratch are based upon cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix are prior to baking. Pancakes made from mix are batter volume measurement prior to cooking. Side dishes are volume measurements. All combination dishes are made with poultry unless otherwise indicated. All starches, vegetables, and cooked cereals are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

E1 1036

CONTRACT FOR FOOD SERVICES FOR
MILWAUKEE COUNTY SHERIFF'S OFFICE
EXHIBIT D

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET PRICE ADJUSTMENTS

Amendment No. _____ to Operating Agreement

THIS AMENDMENT NO. ____ (the "Amendment"), is entered into this _____ day of _____, 200__ by and between _____, with offices at _____ ("_____"), and ARAMARK Correctional Services, LLC, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("ARAMARK").

WHEREAS, _____ and ARAMARK entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with [Paragraph ____ of Amendment No. ____ to the Agreement][Paragraph ____ of the Agreement], the parties agree that the price per meal charged to _____ by ARAMARK shall be changed as set forth on Attachment A as a result of [changes in the Consumer Price Index][changes in the Market Basket of Products][mutual agreement of the parties]. This price shall be effective from _____, 200__ through _____, 200__, and shall supersede in all respects the price per meal set forth in Paragraph [____] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. ____ to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

[_____]

By: _____
David Kimmel
Vice President, Finance

By: _____

CONTRACT FOR FOOD SERVICES FOR
MILWAUKEE COUNTY SHERIFF'S OFFICE

EXHIBIT E

SAMPLE CLIENT STATEMENT - MARKET BASKET OF PRODUCTS CALCULATION

XYZ County
Market Basket Price Redetermination Statement
Period Ended August 22, 2008

<u>MENU CATEGORY</u>	<u>Category Weighting</u>	<u>August Category BLS%</u>	<u>Weighted BLS %</u>
Baked Goods	12.20%	11.54%	1.41%
Beverage	5.91%	2.73%	0.16%
Dairy	19.81%	2.25%	0.44%
Grocery*	22.44%	6.15%	1.38%
Produce	16.97%	12.26%	2.08%
Meat	22.67%	4.94%	1.12%
TOTAL	100%		6.59%

AUGUST 2008 CPI-FAH (Food Away from Home Index) 4.48%

Greater of Market Basket or August CPI - Food Away from Home 6.59%

*This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS catch-all category called "Food" to the "Grocery" Menu Category for the calculation. The "Food" category encompasses the items included in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.